NOTICE TO BIDDERS

178 OLD COHAS AVE.

BID # FY17-200-23

Bids for the demolition and removal of the buildings located at **_178 Old Cohas Ave.**, Manchester, NH, will be received at the City of Manchester, Planning and Community Development Department, One City Hall Plaza, West Wing, Manchester, NH 03101, until **_2:00 PM_____** on **__6 October 2016_____**.

Bid documents may be obtained at the Planning and Community Development Department, One City Hall Plaza, West Wing, Manchester, New Hampshire or online at www.ManchesterNH.gov.

The work described in this request for bids is to commence within ten (10) days from the Planning and Community Development Department's notification to the contractor to start work, unless otherwise ordered in writing by the Planning and Community Development Department and is to be continued with regularity until its completion. All work shall be completed within thirty (30) calendar days of the Date of Execution of the contract or of the Notice to Proceed. Liquidated damages will be assessed at the rate of Two Hundred Dollars ($200.00) per day for each consecutive day (Sundays and holidays excepted) of non-excusable delay in completion of the work.

The City of Manchester Planning and Community Development Department reserves the right to waive any informalities in or to reject any or all bids and to accept the bid it deems most favorable to the interest of the City of Manchester.

A bid deposit in the form of a Bid Bond, Certified, Treasurer's or Cashier's Check, issued by a responsible Bank or Trust Company in the amount of ten percent (10%) of the amount bid, payable to the City of Manchester, New Hampshire, shall be submitted with each bid. No bid without such bid deposit shall be accepted or opened.

A Performance and Payment Bond, each in the amount of 100% of the contract price, will be required of the successful bidder.

Planning and Community Development Department, City of Manchester, New Hampshire

By: Leon L. LaFreniere
Director of Planning and Community Development

INFORMATION FOR BIDDERS

178 OLD COHAS AVE.

BID # FY17-200-23

The City of Manchester, New Hampshire, acting through its Director of Planning and Community Development (hereinafter "Director") invites bids for the demolition and removal (hereinafter "demolition") of the buildings located at **178 Old Cohas Ave.**, Manchester, NH from qualified firms and individuals (hereinafter "bidder" or "contractor").

RECEIPT AND OPENING OF BIDS: Bids must be submitted on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Director of Planning and Community Development, One City Hall Plaza, West Wing, Manchester, NH 03101 until **2:00PM** on 6 October 2016 and will be publicly opened and read aloud immediately thereafter in the Conference Room of the Planning and Community Development Department. Envelopes containing bids for this work must be sealed, directed to the Director of Planning and Community Development at the address given and clearly designated as a "Bid for demolition of buildings at **178 Old Cohas Ave."**

CONDITIONS OF WORK: Each bidder must inform himself fully of the conditions relating to the demolition. Failure to do so will not relieve a successful bidder of his obligation to furnish all contract documents and to complete the demolition as set forth in his bid. Insofar as possible, the Contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruption of, or interference with, the activities of any other person.

The Contractor shall keep himself fully informed and comply with all existing and future laws, ordinances and regulations of the Federal, State and Municipal Governments in any manner affecting his employees, or the conduct of the work or the materials used or employed in the work.

PREPARATION OF BID: Bids must be submitted on the prescribed form. All spaces for bid prices must be filled in with ink, using both words and figures.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address and the name of the project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, **must be enclosed in another envelope,** addressed as specified herein, preferably by registered mail).

PRICE BID: The price shall be stated in both words and figures and all bids may be considered informal which contain items not specified in the form of bids. In case of a discrepancy between the words and figures, the words shall govern.

RIGHT TO ACCEPT OR REJECT BIDS: The Director of Planning and Community Development may consider informal any bid not prepared in accordance with the provisions hereof and may waive any informalities in or reject part or all of any and all bids. **Any bid received after the time and date specified will not be considered.**

WITHDRAWAL OF BID: Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

SIGNATURE OF BIDDERS: The firm's corporate or individual name of the bidder must be signed by the bidder in the space provided for the signatures on the proposed blank. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the

case of partnership, the signature of at least a majority of the partners must follow the firm name, using the term "member of firm". In case of an individual, use the term "doing business as..." or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

QUALIFICATIONS OF BIDDERS: The Director of Planning and Community Development may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Director of Planning and Community Development all such information and data for this purpose as the Director of Planning and Community Development may request. The Director of Planning and Community Development reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy him that such bidder is properly qualified to carry out the obligations of the contract and to complete the work completed therein. Conditional bids will not be accepted.

SUPERINTENDENCY BY CONTRACTOR: Except where the contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent satisfactory to the Director of Planning and Community Development on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, a firm or partnership, a corporation or an association under the same names, will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the contemplated work will cause the rejection of all proposals in which such bidder is interested. Any and all proposals will be rejected if there is reason for believing that collusion exists among the bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced may be rejected.

BID SECURITY: Each bid must be accompanied by the Bid Bond or certified treasurer's or cashier's check of the bidder in amount of 10% of the amount bid. Such bonds or checks will be returned to all except the three lowest formal bidders within fifteen (15) days after the formal opening of bids and the remaining checks will be returned promptly after full execution of the contract, or if no contract has been executed, within sixty (60) days after the date of the opening of bids upon demand of the bidder at anytime thereafter, so long as he has not been notified of the acceptance of his bid.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder upon his failure or refusal to execute and deliver the contract and bond required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the City of Manchester as liquidated damages for such failure or refusal, the security deposited with his bid.

AWARD OF CONTRACT: Notice of acceptance of the bid will be given to the successful bidder by the Director.

EXECUTION OF THE CONTRACT: The bidder to whom the contract may be awarded, will be required to execute a written contract with approved sureties within ten (10) days from the date of the Director of Planning and Community Development notification. Should bidder fail to do so, forfeiture of bid security will occur as set forth above. A bidder to whom a contract is awarded and who is a corporate body shall furnish, at the time of the execution of the contract, a resolution of the directors of the corporation bearing the seal of the corporation evidencing authority of the officer signing the contract to do so. A copy of this proof shall be attached to each copy of the contract.

SECURITY FOR FAITHFUL PERFORMANCE & PAYMENT: Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Director of Planning and Community Development two (2) executed bonds in the amount of one hundred percent (100%) of the accepted bid,

one as security for the faithful performance for his contract and one for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of a Performance and Payment Bond, attached hereto and having a surety thereon, such surety company or companies as are approved by the owner and as are authorized to transact business in the State of New Hampshire. Attorney-in-Fact and/or other officers who sign contract bonds must file with each bid, a certified copy of their power of attorney or authority to sign said bonds.

COMMENCEMENT & COMPLETION OF WORK: The contractor shall commence work under this contract within ten (10) days after the execution of the contract or on the date specified in the notice from the owner to commence work. Commencement of work by the contractor without a written order shall be deemed and taken as a waiver of this notice on his part and the time set for the completion of work shall commence with the date work has actually begun. The contractor shall fully complete all work hereunder within the number of consecutive calendar days from the execution of the contract or notice to proceed as stated in the bid and attached contract.

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK: Liquidated damages in the amount of two hundred ($200.00) dollars for each calendar day (Sunday and legal holidays excluded) of time consumed in completing the work under this contract beyond the time set forth in the bid, will be assessed against the contractor as more fully set forth in the form of contract attached hereto.

ASSIGNMENT: No assignment by the contractor of any contract or any part thereof or any monies due or to become due thereunder may be made without the prior written approval of the Director and then only after the surety company has been given due notice in writing of such assignment.

LIABILITY INSURANCE: The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as set forth in the attached Contract Agreement.

WORKMEN'S COMPENSATION: The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any work is sublet, the contractor shall require the subcontractor similarly, to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

SOCIAL SECURITY ACT: The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, annuities nor or hereafter imposed, or other remuneration paid to persons employed by the contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and said contractor also agrees to indemnify and save harmless the City of Manchester from such contributions or taxes or liability therefore.

PERMITS: The contractor shall take out all necessary permits from the municipal or other public authorities and shall give all notices required by law or municipal ordinance. The fee for any permit issued by the Planning and Community Development Department will be assumed by the City, but any

other fees shall be borne by the contractor. A permit to "Encumber the Street or Sidewalk" must be obtained from the City of Manchester Highway Department and notification given to the Police Department and the Fire Department by the contractor.

WATER SUPPLY: All water for purposes of this contract as well as the expense of having the water conveyed about the work must be provided by the contractor and the cost of this work shall be considered as having been included in the prices stipulated for the several items of work to be done under this contract.

EMERGENCY 24-HOUR TELEPHONE NUMBER: The successful bidder will be required to supply to the Director of Planning and Community Development the name and telephone number of the contractor's representative who will be on call 24 hours a day in order to correct any problems at the job site which may occur during the hours which construction is not in progress including weekends.

PEDESTRIAN AND TRAFFIC SAFETY AND MOVEMENT: It is the responsibility of the contractor to take all precautions necessary to protect the pedestrian traffic. He shall at his own expense whenever needed or required, erect fences, furnish a watchman or do whatever is required to protect life and property.

UTILITY DISCONNECTION: The contractor is responsible for the removal of all utilities from the building and the site. He has the responsibility to contact all the utility companies, to find out what their requirements are for the removal and capping of each utility.

SITE: The site shall be left free of all types of debris and loamed, seeded and graded in a manner acceptable to the Director of Planning and Community Development. No debris shall be brought to the site from any other location and no debris shall be buried on site. The disposal of the debris shall conform to all rules and regulations that pertain to such disposal and shall be the responsibility of the contractor.

HAZARDOUS MATERIAL: The contractor is responsible for the removal and disposal of all hazardous material found on site and must be in compliance with all the Federal regulations of the United States Environmental Protection Agency and the State regulations of the New Hampshire Department of Environmental Services (DES). The contractor shall be responsible for notification to the New Hampshire Department of Environmental Services pursuant to New Hampshire Administrative Rule Env-A-1800, Asbestos Management and Control. **A certified copy of the notification shall be presented to the City of Manchester Building Department prior to receiving payment for this contract**.

RODENT CONTROL: The contractor is responsible for taking the steps necessary to effectively eradicate any and all rodents prior to demolition and the method used must comply with all Federal and State regulations.

QUALIFICATION STATEMENT

The undersigned submits answers to the following questions to enable the City of Manchester to judge his experience and ability in and facilities for the work proposed to be done.

1. The work if awarded to you will have the resident personal supervision of whom? State his or their special qualifications.

   _____
   _____
   _____

2. Describe equipment you propose to furnish.

   (a) Your own:

   _____
   _____
   _____

   (b) Rented:

   _____
   _____
   _____

3. How many years has your organization been in business as a contractor under the name in which you propose to execute this contract?

   _____
   _____
   _____

4. What project has your present organization completed of character similar to that proposed? Give the information indicated by the following tabulation:

   Name & Address of Owner for Whom Work Was Done:

   _____
   _____
   _____

   Work Done Contractor OR Subcontractor:

   _____
   _____
   _____

   Description of Work:

   _____
   _____
   _____
   _____

   Approximate Amount of Contract:

   _____

   Approximate Date Work Was Done:

   _____

5. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

_____
_____
_____
_____

Submit below the name of one or more banks which have information that would enable them to advise regarding the financial ability of your company. Are they authorized to provide such information if requested?

NAME OF BANK **ADDRESS**

_____
_____
_____
_____

Signature of Bidders*

_____

BY: _____
TITLE: _____
DATE: _____

Address or permanent place of business to which notices may be sent:

_____
_____
_____
_____

*** Important:** Execute acknowledgment of officer or agent who signs this document.

(Use proper form on next page.)

State of _____,
ss:
County: _____,

On this ___, day of _____, _____, before me personally came _____ to me known, who being duly sworn did say as follows: that he resides at:_____ and is the _____of: _____, the corporation described herein and which executed the foregoing instrument; that he knows the corporate seal of said corporation; the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation and by the like order, thereto his name and official designation.

_____
Notary Public (Seal)
My Commission Expires: _____

PROPOSAL

178 OLD COHAS AVE

BID # FY17-200-23

The undersigned as bidder declares that the only persons or parties interested in this as principals are those named herein, that this proposal is made without collusion with any other firm and that the undersigned has carefully examined the location of the proposed work, and the proposed form of the contract. The undersigned proposes and agrees, if this proposal is accepted that he will contract with the City of Manchester to provide all necessary labor, machinery, tools, apparatus and other means to do all the work specified in the contract in the manner and time therein described and according to the requirements of the Director of Planning and Community Development. The undersigned further proposes and agrees to take as full payment therefore the total price of _____ Dollars (_____).

Additionally, the undersigned agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the bid opening.

_____

Contractor (bidder) (Seal)

By: _____

(Signature and Title)

Address: _____

_____

Being a(n):

(corporation incorporated under the laws of the State of _____)

(partnership) (individual)

Cross out those which do not apply.

Composed of officers, partners or owner as follows:

_____ _____

_____ _____

_____ _____